

4678

1 BILL NO. S-79-10- 25

2 SPECIAL ORDINANCE NO. S- 193-79

3 AN ORDINANCE approving a contract for ~~5852~~
4 Street Improvement Resolution No. ~~5852~~-79,
5 between the City of Fort Wayne, Indiana
6 and Indiana Gunite & Construction Company,
7 Contractor for repairing concrete retaining
wall on St. Joe Blvd.

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
9 INDIANA:

10 SECTION 1. That a certain contract, dated October 10, 1979,
11 between the City of Fort Wayne, Indiana, by and through its Mayor and the
12 Board of Public Works, and Indiana Gunite & Construction Company, Contractor,
13 for:

14 repairing the deteriorated concrete retaining wall along
15 west side of St. Joe Blvd. from Columbia Street Bridge
north to McDougal Avenue with reinforced Gunite and 100%
coverage on exposed surface with Flashcoat and epoxy
sealer,

16 under Board of Public Works Street Improvement Resolution No. ~~5852~~-79, at
17 a total cost of \$52,710.00, all as more particularly set forth in said
18 contract which is on file in the Office of the Board of Public Works and
19 is by reference incorporated herein and made a part hereof, be and the
20 same is in all things hereby ratified, confirmed and approved.

21 SECTION 2. That this Ordinance shall be in full force and effect
22 from and after its passage and approval by the Mayor.

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William T. Zinga
Councilman

APPROVED AS TO
FORM & LEGALITY

W.N.S.
William N. Salin, City Attorney

Read the first time in full and on motion by Hinga, seconded by Hinta, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19_____, at _____ o'clock M., E.S.T.

DATE: 10-23-79

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by Tolson, and duly adopted, placed on its passage.

PASSED (POT) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>6</u>	<u>0</u>	_____	<u>3</u>	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	_____	_____	_____	<u>X</u>	_____
<u>MOSES</u>	_____	_____	_____	<u>X</u>	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	_____	_____	_____	<u>X</u>	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 11-13-79

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE
(RESOLUTION) No. 1-193-79 on the 13th day of November, 1979.
ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

James S. Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of November, 1979, at the hour of 11:30 o'clock M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 19th day of November, 1979, at the hour of 4 o'clock M., E.S.T.

Ronald J. Thompson
MAYOR

S-79-10-25

Bill No. _____

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance approving a contract for Street Improvement Resolution No. 5852-79, between the City of Fort Wayne, Indiana and Indiana Gunite & Construction Company, Contractor for repairing concrete retaining wall on St. Joe Blvd.

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance Do PASS.

WILLIAM T. HINGA - CHAIRMAN

William J. Hinga
W.T. Hinga

PAUL M. BURNS - VICE CHAIRMAN

FREDRICK R. HUNTER

DONALD J. SCHMIDT

JAMES S. STIER

D.J. Schmidt
James S. Stier

DATE 1/13-79 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

September 21, 1979

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The Board of Works has awarded the Contract for Improvement Resolution No. 5852-79 in the amount of \$52,710.00 to Indiana Gunite & Construction Co., for improving and repairing the deteriorated concrete retaining wall along the west side of St. Joe Blvd. from Columbia Street Bridge north to McDougal Avenue (4850 L.F.) with reinforced Gunite and 100% coverage on exposed surface with $\frac{1}{2}$ " Gunite Flashcoat sealed with epoxy sealer.

In order to fully prepare this retaining wall for the oncoming winter snow and rainfall, which may place added strain on this wall, it's imperative that Indiana Gunite & Construction Co. begin work immediately to repair this retaining wall as specified in the Contract.

Therefore, Board of Works respectfully requests a "Prior Approval" so that the above-described construction may begin immediately.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
HENRY P. WEHRENBERG, CHAIRMAN

CITY OF FORT WAYNE

Robert E. Armstrong
ROBERT E. ARMSTRONG, MAYOR

ep
APPROVED:

William T. Stingo

Fred J. Hunter

W.C.W. Jr.

John D. Nichols

Samuel J. Talarico

Vincent J. Schmidt

John C. Burns

Jon Etter

D.S. Shandor

MEMBERS OF THE COMMON COUNCIL

ATTEST:

Charles W. Westerman

CHARLES W. WESTERMAN, CLERK

AN EQUAL OPPORTUNITY EMPLOYER

68-93-14

CONTRACT

10-10-79

This Agreement, made and entered into this 10 day of Oct., 1979

by and between INDIANA GUNITE & CONSTRUCTION COMPANY -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve... Resolution No. 5852-79: To improve by repairing the deteriorated concrete

retaining wall along the west side of St. Joe Blvd. from Columbia Street Bridge north to McDougal Avenue (4850 L.F. ±) with reinforced Gunite and 100% coverage on exposed surface with $\frac{1}{2}$ " Gunite Flashcoat, sealed with epoxy sealer.

by grading and paving the roadway to a width of XXXXXXXXXXXXXX

XXXXXXXXXXXXXX
upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5852-79 XXXXXXXXXXXXXX attached hereto and by reference made a part hereof.

At the following prices:

<u>1/2"</u> Gunite Flashcoat	Thirty-two thousand, seven hundred and forty dollars and no cents per lump sum	\$ 32,740.00
Penetrating Epoxy Sealer	Three thousand dollars and no cents per lump sum	3,000.00
Removal & Restoration Concrete Wall & Steps to Original Lines (Includes Wire Mesh)	Sixty-two dollars and no cents per batch	62.00
Type III Barricades	Five hundred dollars and no cents per each	500.00
Left Turn Signs on Pedestal	One hundred dollars and no cents per each	100.00
Total	Fifty-two thousand, seven hundred and ten dollars and no cents	\$ 52,710.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5852-79 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before Nov. 2, 1979 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even *prima facie* evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19_____

ATTEST:

Betty Brooks
Corporate Secretary

City of Fort Wayne, By and Through:

INDIANA BRIDGE & CONSTRUCTION COMPANY

By *G.L. Culver*

ITS: PRESIDENT

Contractor, Party of the First Part.

ATTEST:

Secretary and Clerk

Its Board of Public Works and Mayor.

APPENDIX AS TO FORM AND LEGALITY

CITY ATTORNEY

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

- (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
- (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
- (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
- (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
- (5) the following practices are not included in the meaning of "discrimination":
 - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.
- b. The term "handicap" means and includes:
 - (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
 - (2) a record of such an impairment, and includes,
 - (3) a person who is regarded as having such an impairment; provided that,
 - (4) this term does not include drug or alcohol abuse or addiction.
- c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.
- d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-1 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 1. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

Improvement Resolution

FOR
WORKS ON SIDEWALK
CONCRETE WALL REPAIR

No. 5852 - 1979

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,
 That it is deemed necessary to improve by repairing the deteriorated concrete retaining
wall along the west side of St. Joe Blvd. from Columbia Street Bridge north to McDougal
Avenue (4850 L.F. ±) with reinforced Gunite and 100% coverage on exposed surface with
1/2" Gunite Flashcoat, sealed with epoxy sealer.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by City of Fort Wayne.

Adopted, this _____ day of _____

ATTEST:

Secretary & Clerk

BOARD OF PUBLIC WORKS: {

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we INDIANA GUNITE & CONSTRUCTION CO.
as Principal, and the THE WESTERN CASUALTY & SURETY COMPANY
KANSAS, a corporation organized under the laws of the
State of KANSAS, and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of FIFTY-TWO THOUSAND,
SEVEN HUNDRED AND TEN DOLLARS AND NO CENTS
(\$52,710.00), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that

WHEREAS, the Principal did on the _____ day of _____, 19____, enter into a contract with the City of Fort Wayne to construct

Resolution No. 5852-79: To improve by repairing the deteriorated concrete retaining wall along the west side of St. Joe Blvd. from Columbia Street Bridge north to McDougal Avenue (4850 L.F.±) with reinforced Gunite and 100% coverage on exposed surface with $\frac{1}{2}$ " Gunite Flashcoat, sealed with epoxy sealer.

at a cost of \$ 52,710.00, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
 2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
 3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

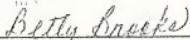
INDIANA SURETY & CONSTRUCTION COMPANY

(Contractor)

BY:


E.L. CULVER
PRESIDENT

ATTEST:

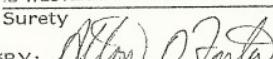

Betty Brooks

SECRETARY

(Title)

THE WESTERN CASUALTY & SURETY COMPANY

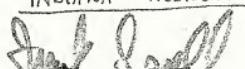
Surety

*BY: 
Alton O. Foster

Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

INDIANA RESIDENT AGENT


Earl Igall
COUNTERSIGNATURE

ATTACH POWER OF ATTORNEY

POWER OF ATTORNEY

The Western Casualty and Surety Company

HOME OFFICE—FORT SCOTT, KANSAS

KNOW ALL MEN BY THESE PRESENTS: That THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a corporation of the State of Kansas, having its principal office in the city of Fort Scott, Kansas, pursuant to the following Bylaw, which was adopted by the Stockholders of the said Company on December 2, 1953, to-wit:

"Section 27. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The president, any vice president or the secretary shall have power and authority to appoint resident vice presidents, resident assistant secretaries and attorneys-in-fact, and to give such appointees full power and authority to make, execute and deliver in the name and on behalf of the corporation, bonds, recognizances, contracts of indemnity and other undertakings and writings of obligatory nature, and to affix thereto the corporate seal of the corporation. The president, any vice president or the secretary shall also have power at any time to remove and revoke the authority of any such appointee." does hereby nominate, constitute and appoint

Alton O. Foster of Florence, Alabama

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed;

Any and all bonds and undertakings.

Provided, No authority is extended for
the execution of Open Penalty Bonds.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

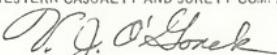
The following Resolution was adopted at the Quarterly Meeting of the Board of Directors of The Western Casualty and Surety Company, held on the 10th day of November, 1970:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Section 27 of the Company Bylaws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary, and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 16th day of April , 1979

THE WESTERN CASUALTY AND SURETY COMPANY


By V. J. O'Gorek

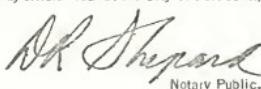
Vice President

STATE OF KANSAS
COUNTY OF BOURBON ss

On this 16th day of April, A. D., 1979, before the subscriber, a Notary Public in the State of Kansas in and for the County of Bourbon, duly commissioned and qualified, came V. J. O'Gorek, Vice President of THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, and that Bylaw, Section 27, adopted by the Stockholders of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Fort Scott, the day and year first above written.

My appointment expires September 5, 1980


R. H. Shepard
Notary Public.

F. C. McCurley, Assistant Secretary of THE WESTERN CASUALTY AND SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said THE WESTERN CASUALTY AND SURETY COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this day of

19


F. C. McCurley

Assistant Secretary.



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- INDIANA GUNITE & CONSTRUCTION COMPANY -----
(Name of Contractor)

----- P.O. BOX 1072, FLORENCE ALABAMA 35630 -----
(Address)

a CORPORATION, hereinafter called Principal,
(Corporation, Partnership or Individual)

and THE WESTERN CASUALTY & SURETY COMPANY
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of FIFTY-TWO THOUSAND, SEVEN HUNDRED AND TEN DOLLARS AND NO CENTS -----
for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 19____, for the construction of:

Resolution No. 5852-79

To improve by repairing the deteriorated concrete retaining wall along the west side of St. Joe Blvd. from Columbia Street Bridge north to McDougal Avenue (4850 L.F. ±) with reinforced Gunite and 100% coverage on exposed surface with $\frac{1}{2}$ " Gunite Flashcoat, sealed with epoxy sealer.

at a cost of FIFTY-TWO THOUSAND, SEVEN HUNDRED AND TEN DOLLARS AND NO CENTS

(\$ 52,710.00), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in _____ counter-parts, each one of which shall be deemed an original, this _____ day of _____, 1979.

(SEAL)

ATTEST:

Bethie Brooks

(Principal) Secretary

Lind Cromwell

Witness as to Principal

P.O. Box 1072

(Address)

Florence, Al 35630Dannie S. Dean

Witness as to Surety

P.O. Box 2419

(Address)

Florence, Al. 35630

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

INDIANA GUNITE & CONSTRUCTION COMPANY

Principal

R. L. Colver

BY

C.L. COLVER

PRESIDENT

(Title)

P.O. Box 1072Florence, Al 35630

(Address)

THE WESTERN CASUALTY & SURETY COMPANY

Surety

BY

Allen O. Foster

Attorney-in-Fact

(Authorized Agent)

P.O. Box 2419Florence, Al 35630

(Address)

INDIANA RESIDING AGENT*Judy Spell*

COUNTERSIGNATURE

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

CRUMP-NASHVILLE

2934 SIDCO DRIVE
P O BOX 40387

NASHVILLE, TENNESSEE, 37204

NAME AND ADDRESS OF INSURED

Indiana Gunite & Construction Co., Inc.

P. O. Box 1072

Florence, Alabama 35630

COMPANIES AFFORDING COVERAGES

COMPANY LETTER A Commercial Union

COMPANY LETTER B U.S. Fire (Crump-London)

COMPANY LETTER C Liberty Mutual

COMPANY LETTER D

COMPANY LETTER E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
				BODILY INJURY (EACH OCCURRENCE)	PROPERTY DAMAGE (EACH OCCURRENCE)	AGGREGATE
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES—OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE <input checked="" type="checkbox"/> ROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY	CZW359728	12-31-79	BODILY INJURY	\$ 500	\$ 500 *
				PROPERTY DAMAGE	\$ 100	\$ 100
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
				*Applies to Products/Completed Operations Hazard	\$	PERSONAL INJURY
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED	CZE302533	12-31-79	BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH OCCURRENCE)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 500	
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	523-0221939	12-30-79	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,	\$ 1,000
C	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	WCl-351-052675-018	12-31-79	STATUTORY		
	OTHER For States: AL, DE, FLA, GA, IND, IOWA, KANSAS, KY, LA, MICH., MISS., MO, NE, N.J., N.C., S.C., TN & VA.				\$ 100,	(EACH ACCIDENT)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

St. Joe Boulevard - Resolution #5852-79

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

Board of Public Works
Room 920, City-County Building
Ft. Wayne, Indiana 46802

DATE ISSUED 9-24-79

Dion O. Foster
AUTHORIZED REPRESENTATIVE
Alton O. Foster

IN RE:

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JULY, AUGUST, AND SEPTEMBER, 1979.

In compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATIONS

	CLASS	RATE PER HR.	NEW	PER	VAC	APP	MISC.
ASBESTOS WORKER	S	13.80	55¢	1.25			31f
BOILERMAKER	S	13.25	1.17½	1.00		3¢	
BRICKLAYER	S	12.34	45	50		1	61f
CARPENTER (BUILDING) (HIGHWAY)	S	10.89	70	6½		2	41f
	S	10.23	60	60		5	21f
CEMENT MASON	S	10.85	75	80		2	
ELECTRICIAN	S	12.70	50	38+50		6	
ELEVATOR CONSTRUCTOR	S	12.33	1.04½	82	8½	3½	
GLAZIER	S	10.79		25	40	4	25¢/holiday
IRON WORKER	S	12.35	1.00	1.45		2	25¢/annuity 2if
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	8.75-9.75	70	50		9	
	S-SS-US	8.30-9.15	20	70		9	
	S-SS-US	8.30-9.15	70	70		9	
LATHER	S	10.94		50		1	2if
MILLWRIGHT & PILEDRIVER	S	11.29	70	6½		2	41f
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	8.35-12.50	75	65		10	
	S-SS-US	8.59-11.57	75	65		10	
	S-SS-US	8.59-11.57	75	65		10	
PAINTER	S	9.90-10.90	60	85		12	6inc.
PLASTERER	S	10.08	60	80			
PLUMBER & STEAMFITTER	S	13.20	55	90		7	7½f
MOSAIC & TERRAZZO GRINDER	S	8.35-10.80					
ROOFER	S	11.90		30			
SHEETMETAL WORKER	S	12.18	72	77		10	41¢/based 14if
TESTER (BUILDING) (HIGHWAY)	S-ES US	9.60-10.55½	28.00ps	27.00ps			
	S-SS-US	9.20-9.60½	31.50ps	27.00ps			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or subcontractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 27 DAY OF July, 1979

REPRESENTING GOVERNOR, STATE OF INDIANA

REPRESENTING THE AWARDING AGENT.

REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including actions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4678

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT FOR ST. IMP. RES. NO. 5852-79 - ST. JOE BLVD. RET.
WALL

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-75-10-25-

SYNOPSIS OF ORDINANCE CONTRACT FOR STREET IMPROVEMENT RESOLUTION NO. 58252-79, FOR REPAIRING
THE DETERIORATED CONCRETE RETAINING WALL ALONG WEST SIDE OF ST. JOE BLVD. FROM COLUMBIA STREET
BRIDGE NORTH TO MCDUGAL AVENUE WITH REINFORCED GUNITE AND 100% COVERAGE ON EXPOSED SURFACE
WITH FLASHCOAT AND EPOXY SEALER, INDIANA GUNITE & CONSTRUCTION COMPANY, CONTRACTOR FOR THE
PROJECT IN THE AMOUNT OF \$52,710.00

(CONTRACT ATTACHED)

PRIOR APPROVAL ACQUIRED, A COPY OF WHICH IS ATTACHED HERETO

EFFECT OF PASSAGE TO REINFORCE AND SEAL RETAINING WALL ON ST. JOE BLVD.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$52,710.00 FROM CUMULATIVE CAPITAL FUND

ASSIGNED TO COMMITTEE

4623

DIGEST SHEET

TITLE OF ORDINANCE Zoning Ordinance Amendment 3-79-09-05

DEPARTMENT REQUESTING ORDINANCE Long Range Planning & Zoning - CD&P

SYNOPSIS OF ORDINANCE Pfeiffer Place Addition - Lots 73 thru 86, 139 thru 170
and 215 thru 226; North Wayne Addition - Lots 25 thru 37EFFECT OF PASSAGE Property is now zoned R-2 - Two Family Residential.
Property will become R-1 - Single Family Residential.

EFFECT OF NON-PASSAGE Property will remain R-2 - Two Family Residential.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) _____

ASSIGNED TO COMMITTEE (J.N.) _____



OFFICE OF THE CITY CLERK

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

charles w. westerman, clerk - room 122

November 20, 1979

Ms. Virginia Grace
Fort Wayne Newspapers, Inc.
600 West Main Street
Fort Wayne, IN 46802

Dear Ms. Grace:

Please give the attached full coverage on the dates of November 24 and December 1, 1979, in both the News Sentinel and Journal Gazette.

RE: Legal Notice for Common Council
of Fort Wayne, Indiana

Bill No. Z-79-09-05
Zoning Map Ordinance No. Z-26-79

Bill No. G-79-09-07
General Ordinance No. G-25-79

Please send us (10) copies of the Publisher's Affidavit from both newspapers.

Thank you.

Sincerely,

Charles W. Westerman
Charles W. Westerman
City Clerk

LEGAL NOTICE

Notice is hereby given that on the 13th day of November, 1979, the Common Council of the City of Fort Wayne, Indiana in a Regular Session did pass the following Bill No. Z-79-09-05 -- Zoning Map Ordinance No. Z-26-79, being AN ORDINANCE amending the City of Fort Wayne Zoning Map No. L-14

Notice is hereby given that on the 13th day of November, 1979, the Common Council of the City of Fort Wayne, Indiana in a Regular Session did pass the following Bill No. G-79-09-07 -- General Ordinance No. G-25-79 , being AN ORDINANCE amending General Ordinance No. G-97 by authorizing the vacatior of two alleys between W. Washington and W. Jefferson and between S. Harrison and S. Calhoun Streets

I, Charles W. Westerman, Clerk of the City of Fort Wayne, Indiana do hereby certify that Bill No. Z-79-09-05 -- Zoning Map Ordinance No. Z-26-79 and Bill No. G-79-09-07 -- General Ordinance No. G-25-79 were passed by the Common Council on the 13th day of November, 1979, and said Ordinances were duly signed and approved by the Mayor on the 19th day of November, 1979, and now remains on file and on record in my office.

Copies of said Bill No. Z-79-09-05 -- Zoning Map Ordinance No. Z-26-79, and Bill No. G-79-09-07 -- General Ordinance No. G-25-79 will be posted in the following places in Fort Wayne, Allen County, Indiana

- (1) The main floor lobby of the City-County Building
- (2) The bulletin board in the lobby of the Downtown Fort Wayne Public Library
- (3) The bulletin board in the lobby at the East Door of the Allen County Court House

Copies of said Bill No. Z-79-09-05 -- Zoning Map Ordinance No. Z-26-79, and Bill No. G-79-09-07 -- General Ordinance No. G-25-79 will be available for reading in the following places in Fort Wayne, Allen County, Indiana.

- (1) Reference Room in the north end of the main floor in said Downtown Public Library
- (2) The Journal of the Common Council Proceedings in the Office of the City Clerk of Fort Wayne, Indiana, Room 122, City-County Building, Fort Wayne, Indiana

Charles W. Westerman

Charles W. Westerman
City Clerk

I, Charles W. Westerman, Clerk of the City of Fort Wayne, Indiana fulfilled and posted the above ordinance in the designated places as stated above on November 24, 1979.

Charles W. Westerman

Charles W. Westerman
City Clerk

Fort Wayne Common Council

(Governmental Unit)

Attention

County, Ind.

To..... **JOURNAL-GAZETTE** Dr.**FORT WAYNE, INDIANA****PUBLISHER'S CLAIM**

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines
of the type in which the body of the advertisement is set) - number of equivalent lines

Head number of lines

67

Body number of lines

2

Tail number of lines

69

Total number of lines in notice

COMPUTATION OF CHARGES

69	1 columns wide equals 69	equivalent lines at . 25%	\$ 17.87
		cents per line		

Additional charge for notices containing rule or tabular work (50 per cent of above amount)

8 extra	\$ 4.00
----------------	----------------

Charge for extra proofs of publication (50 cents for each proof in excess of two)

21.87

TOTAL AMOUNT OF CLAIM.

DATA FOR COMPUTING COST

Width of single column 9.9 cms Size of type **5 1/4** pointNumber of insertions **2** Size of quad upon which type is cast **5 1/2**...

Notice is hereby given that on the 13th day of November, 1979, the Common Council of the City of Fort Wayne, Indiana in a Regular Session did pass the following Bills No. Z-79-05 - Zoning Map Ordinance No. 2-26-79 being AN ORDINANCE amending General Ordinance No. G-26-79, being AN ORDINANCE amending General Ordinance No. G-97 by re-zoning the vacation of all lots between W. Washington and W. Jefferson and between S. Harrison and S. Allen.

Notice is hereby given that on the 13th day of November, 1979, the Common Council of the City of Fort Wayne, Indiana in a Regular Session did pass the following Bills No. Z-79-05 - Zoning Map Ordinance No. 2-26-79 and Bill No. G-79-06 - General Ordinance No. G-79-06 were passed by the Common Council on the 13th day of November, 1979, and said Ordinances were duly printed and approved by the Clerk on the 19th day of November, 1979, and now remains on file and on record in my office.

Copies of said Bill No. Z-79-05 - Zoning Map Ordinance No. Z-79-05, Bill No. G-79-06 - General in Fort Wayne, Allen County, Indiana.

(1) The main floor lobby of the City Clerk's building in the (2) the bulletin board in the lobby of the Downtown Fort Wayne Public Library.

(3) the bulletin board in the lobby at the East Door of the Allen County Courthouse.

Copies of said Bill No. Z-79-05 - Zoning Map Ordinance No. Z-79-05, Bill No. G-79-06 - General Ordinance No. G-79-06 will be available for reading in the following places in Fort Wayne, Allen County, Indiana.

(1) Reference Room in the north end of the second floor in said downtown Public Library.

(2) The Journal of the Common Council, Front Room, Office of the City Clerk of Fort Wayne, Indiana, Room 122, City-County Building, Fort Wayne, Indiana.

CHARLES W. WESTERMAN
City Clerk

of Ch. 89., Acts 1967.

I hereby certify that the amount claimed is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same

Arville DeWald

Date

Title **CLERK**

PUBLISHER'S AFFIDAVIT

State of Indiana

ALLEN COUNTY SS:

Personally appeared before me, a notary public in and for said county and state, the undersigned..... **ARVILLE DEWALD**..... who, being duly sworn, says that she is.....

CLERK

..... of the

JOURNAL-GAZETTE

DAILY

..... newspaper of general circulation printed and published in the English language in the city of **FORT WAYNE, INDIANA**in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for..... **two times**....., the dates of publication being as follows:**11/26 - 12/3/79**

Subscribed and sworn to before me this

3rd*Arville DeWald***December 1979***Arville DeWald*

Notary Public

September 28, 1983

My commission expires.....

Charles W. Westerman
City Clerk
of the City of Fort. The designated place as stated above on November 26, 1979.
CHARLES W. WESTERMAN
City Clerk

11/26-12/3

Fort Wayne Common Council

(Governmental Unit)

Allen

County, Ind.

To JOURNAL-GAZETTE Dr.

FORT WAYNE, INDIANA

PUBLISHER'S CLAIM

LINE COUNT:

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Total number of lines in notice

COMPUTATION OF CHARGES

69	1	69	.25%	\$ 17.87
lines,	columns wide equals	equivalent lines at		
cents per line				

Additional charge for notices containing rule or tabular work (50 per cent of above amount)

Charge for extra proofs of publication (50 cents for each proof in excess of two)

8 extra**4.00**

TOTAL AMOUNT OF CLAIM.

21.87

DATA FOR COMPUTING COST

Width of single column 9.9 cms Size of type **5 1/2** pointNumber of insertions **2** Size of quad upon which type is cast **5 1/2**...

Pursuant to the provision and penalties of Ch. 89., Acts 1967.

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Date **Dec. 3 1979**

Title CLERK

Arville DeWald

By comparing my
copy I knew I was being
asked to submit some
double copy. Even though I
amount. Even though I
had already sent some
copies, I still resubmit
which the will re-submit

PUBLISHER'S AFFIDAVIT

State of Indiana

ALLEN County SS:

Personally appeared before me, a notary public in and for said county and state, the undersigned **ARVILLE DEWALD** who, being duly sworn, says that she is CLERK of the

JOURNAL-GAZETTE

a newspaper of general circulation printed and published in the English language in the city FORT WAYNE, INDIANA town

in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for **two times** the dates of publication being as follows:**11/26 - 12/3/79**

Subscribed and sworn to before me this

3rd*Arville DeWald*
December 1979
Harry O'Day

My commission expires

September 28, 1983

Notary Public

1. Charles W. Westerman, Clerk of the City of Fort Wayne, Indiana, whose place of business is as stated above on November 26, 1979.
CHARLES W. WESTERMAN
City Clerk

11/26-12/3